



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 05-22-2008
 EXPIRATION DATE: 05-21-2013
 PAGE: 1 of 4

VENDOR:

PROMISE IT SOLUTIONS INC
107 E 5th St

Des Moines, IA 50309
USA

VENDOR CONTACT:

Shari Hrdina
PHONE: 515-279-0798 **EXT:**
EMAIL: shrdina@promiseit.net

FOB**ISSUER:**

ASHLEY SUPER
PHONE: 515-281-7073
EMAIL: ashley.super@iowa.gov

Contract For: CONSULTING, IT SEE ATTACHED DOCUMENTS

Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105. For complete instructions on how to use this contract, see the attached file regarding rules or contact The Department of Administrative Services, General Services Enterprise. This contract is for all ITQ service categories, however, this company was approved with TSB conditional acceptance-for non-critical projects only. Contact: Malcolm Goodwin, MBA President and CEO Promise IT Solutions, Inc. 107 East 5th Street Des Moines, IA 50309 Phone: (515) 471-1961 Fax: (866) 898-0935 Mobile: (515) 480-5255 E-mail: mgoodwin@promiseit.net Website: www.promiseit.net rating: 6.87 PCQT #: _____

RENEWAL OPTIONS

FROM 05-22-2013 **TO** 05-21-2015
FROM 05-22-2015 **TO** 05-21-2017

AUTHORIZED DEPARTMENT

ALL
SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.) <input checked="" type="checkbox"/> Promise IT Solutions, Inc.		AGENCY NAME IA DEPT OF ADMINISTRATIVE SERV.	
BY (Authorized Signature) <input checked="" type="checkbox"/> Malcolm Goodwin	Date Signed 7/2/08	BY (Authorized Signature) <input checked="" type="checkbox"/> Laurie Hoing	Date Signed 6/26/08
Printed Name and Title of Person Signing <input checked="" type="checkbox"/> President & CEO		Printed Name and Title of Person Signing LAURIE HOING, PA III	
Address <input checked="" type="checkbox"/> 107 East 5th Street DSM, IA 50309		Address 1305 E WALNUT, LEVEL A, DSM, IA	

50319



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	91829	Computer Software Consulting Computer Software Consulting	\$0.000000 \$0.000000



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TERMS AND CONDITIONS**Delivery and Acceptance (cont)**

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Hazardous Material



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All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully



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MA# 005 CTITQ0093

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set forth in this Contract.

N60

NET 60 DAYS

April 4, 2008

Ms. Ashley Super
Purchasing Agent III and Issuing Officer
Hoover State Office Building, Level A
Des Moines, IA 50319-0104

Dear Ms. Super:

Promise IT Solutions, Inc. appreciates the opportunity to respond to the State of Iowa Continuous Invitation to Qualify #BD80200S102, Version 1.0 for Information Technology Consulting Services and IT Staff Augmentations, Five Year Multiple Award Contract. This response is in regards to ITQ Categories 1–9 (Strategy/Vision/Consulting, Project Management, Design/Planning, Developing, Testing, Implementation, Training, On-Going Support, Administration).

Enclosed are one original and an electronic version of the response on CD. Our Vendor Application and Federal Form W-9 have previously been submitted.

Promise IT Solutions is a certified Targeted Small Business. We have submitted a copy of our TSB certification in lieu of references at this time.

Please feel free to contact me if any additional information or clarification is needed.

Sincerely,

Malcolm Goodwin
President & CEO
Direct Line: 515-471-1961
Mobile: 515-480-5255
Fax: 866-898-0935
mgoodwin@promiseit.net

enclosures

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ITQ EXHIBIT A

NON-COLLUSION AFFIDAVIT

I, the undersigned, am the person responsible for the preparation of and cost data contained in this response submitted to the STATE in response to this ITQ and certify that:

Cost data has been arrived at independently and without consultation with any other party.

No information regarding this response content has been disclosed to any other party that may be or may potentially be responding to the ITQ with a response.

No attempt has been made to induce or to refrain any other party in responding to this ITQ or to influence the content of their response.

This response and subsequent proposal(s) submitted by my firm to RFPs referring to this ITQ is made / will be made in good faith and not pursuant to any discussions / agreement with any other party.

My firm and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation or been convicted for any act prohibited by federal law involving conspiracy or collusion with respect to bidding on public ITQ and related POs, except as follows:

I understand that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the STATE of the true facts relating to the response submission for this ITQ.

Name: Malcolm Goodwin, Position : President & CEO

SIGNITURE: _____ Date : _____

Representing COMPANY NAME: Promise IT Solutions, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____ OF 20 _____.

NOTARY PUBLIC _____ My commission expires: _____

ITQ EXHIBIT B

LOBBYING CERTIFICATION FORM

FOR ITQ AND RELATED POSS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of her or his knowledge and belief, that

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract or agreement, or the making of any federal grant, loan, or co-operative agreement.

If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence the making of federal contracts or federal grants, loans, co-operative agreements, the undersigned will submit full disclosure of lobbying activities showing all details and supporting documents.

The undersigned will require any or all subcontractors to submit a separate lobbying certification and disclosure accordingly.

SIGNATURE: _____ TITLE: ____ **President & CEO** ____

COMPANY NAME: __ **Promise IT Solutions, Inc.** ____ DATE: _____

ITQ EXHIBIT C --- MANDATORY AGREEMENT QUESTIONNAIRE

This section consists of a series of questions that must be answered to the affirmative prior to proceeding with development of your response. It confirms your understanding of and agreement to our requirements for submitting a response. Negative responses will disqualify you. Please insert a copy of your answers inside each of your responses.

1. Do you agree that the contents of your proposal(s) will become part of any resulting ITQ and related POs and can not be held confidential? YES ☒ NO ☐
2. Do you agree to submit one original of your proposal, together with two (2) copies and a electronic soft copy on diskette? *(Per Amendment 2 and 03/11/08 email from Ashley Super, we are submitting only one original plus electronic form.)* YES ☒ NO ☐
3. Will you include at least three (3) client references and agree you must attain acceptable scores from references for each service category you are attempting to qualify for? *(Per Section 1-30 and 12/04/07 email from Ashley Super, we are submitting TSB certification in lieu of references.)* YES ☒ NO ☐
4. Do you agree that you must maintain an acceptable rating by each agency you do work for in order to remain pre-qualified for each service category? YES ☒ NO ☐
5. Do you agree to abide by agency specific requirements as outlined in section 1-25? YES ☒ NO ☐
6. Do you agree that your response will remain valid for at least 120 business days and duration of ITQ and related POs? YES ☒ NO ☐
7. Are you a TSB or do you currently have or have had a contracting role in three (3) projects for each of the categories you are attempting to qualify for? YES ☒ NO ☐
8. Do you agree that if the STATE finds any part of your response to be false, you will be placed on temporary suspension from doing business with the STATE? YES ☒ NO ☐
9. Do you accept the requirements stated in sections 1-19 and 1-21? YES ☒ NO ☐
10. Will you provide all documents of proof of insurance as required by this ITQ and any related POs? *(Per 04/03/08 email from Ashley Super, we are providing certification on what insurance we do have.)* YES ☒ NO ☐
11. Are you aware that the STATE will conduct any and all background checks it deems necessary? YES ☒ NO ☐

SUBMIT COMPLETED COPY INSIDE YOUR RESPONSE.

COMPLETED BY Malcolm Goodwin

In lieu of client references, we are submitting our TSB certification.



PROFESSIONAL / TECHNICAL PERSONNEL QUESTIONNAIRE

The responses to these questions apply to all nine categories.

1. How do you intend to provide the resources required by this ITQ?

We have a pool of candidates identified for positions to fill the State's needs, in addition to having a network of recruiting partners.

2. Identify the SP contract administrator and describe the functions that person will perform.

Malcolm Goodwin is the SP contract administrator. He will be the main point of contact for Promise IT Solutions with the State in the various administrative areas that will be handling contract opportunities. He will be the individual that will manage any questions that might come to the State, whether it is due to the technical aspects of the project, project management aspects including that the project meets all of the timelines that are outlined in the proposals, and managing any backend issues related to the contract.

3. Describe how you plan on providing additional personnel if it becomes necessary to properly staff projects.

We have a proven method of working with recruiting partners to staff at any level required. This insures that resources are brought to bear to the State, regardless of the number or skill level that is required.

4. Describe your company's ability to uniquely address problems and issues related to the service category.

At the core of our company's business philosophy is the approach that every opportunity is unique in nature. As such we walk into every opportunity with the mind frame that we will develop a customized solution for every challenge or opportunity that our company is presented with. In addition, we bring the unique approach in that we have a number of resources in partners that we can bring to bear, to assist any potential issue or challenge that might need additional resources to resolve the problem to the State's satisfaction.

PROFESSIONAL / TECHNICAL PERSONNEL QUESTIONNAIRE, continued

5. Describe your company's practices in adopting client policies and methods.

We are a flexible organization. We believe that adhering to client policies and procedures are at the center point of who we are as an organization. We in essence become an extension of their company and are flexible enough to meet guidelines that are set forth in their employee manuals or policy manuals, etc.

6. List each type / brand of operating system/ communication system you are experienced with in each category below and make comments.

- a) Mainframes:
- b) Midrange / Minicomputer:
- c) Client / Server / Distributed Systems:
- d) Desktop:
- e) LAN:
- f) Languages and DBMS:

7. Describe your products / experience with Databases.

- a) Administration:
- b) Application Development tools:
- c) End user tools:
- d) Structure and methodologies:
- e) Other

8. What general software applications have you experience in?

9. Please describe any experience and deployed solutions in each of the following specific technologies below.

- a) Help desk solutions / technologies
- b) Data development
- c) Data analysis
- d) Data modeling
- e) Facilitating and consulting
- f) Photogrametry and remote sensing
- g) Data collection and clean up mapping
- h) GIS / ESRI Software / Mapinfo
- i) Electronic Commerce / EDI
- j) Document management
- k) Telecommunications wide area network
- l) Biometrics
- m) Wireless networking
- n) IT staffing
- o) Graphic / web design

PROFESSIONAL / TECHNICAL PERSONNEL QUESTIONNAIRE, continued

In response to questions 6-9:

Our level of expertise is in bringing resources on a supplemental basis in any particular discipline or operating system that the State would need assistance in. We do that by identifying what the needs of the project are and then bringing those resources together for the benefit of the State, whether that is training or systems development or software analysis, etc. Our role in the process is to bring those resources to bear for the State.

ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number <u>_BD80200S102_</u> Revision <u>_1.0_</u> FOR SERVICE CATEGORY: <u>_1) Strategy/Vision/Consulting_</u> COMPANY NAME: <u>_Promise IT Soutions, Inc._</u> date <u>_4/4/08_</u>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Architect	\$125
Subject Matter Expert	\$125
Business Consultant/Analyst	\$95

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and IF such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number <u> BD80200S102 </u> Revision <u> 1.0 </u> FOR SERVICE CATEGORY: <u> 2) Project Management </u> COMPANY NAME: <u> Promise IT Soutions, Inc. </u> date <u> 4/4/08 </u>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Program Manager	\$150
Project Manager	\$130
Project Administrator	\$80
Technical Writer	\$60

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ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number <u> BD80200S102 </u> Revision <u> 1.0 </u> FOR SERVICE CATEGORY: <u> 3) Design/Planning </u> COMPANY NAME: <u> Promise IT Soultions, Inc. </u> date <u> 4/4/08 </u>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Architect	\$125
Technology Lead	\$75

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ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number _BD80200S102_ Revision __1.0__ FOR SERVICE CATEGORY: __4) Developing__ COMPANY NAME: __Promise IT Soutlions, Inc.____ date __4/4/08__	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Developer	\$95
Sr. Developer	\$105
Jr. Developer	\$85
Engineer	\$95
Sr. Engineer	\$105
Jr. Engineer	\$85
Emerging / Niche Technology	\$100
Sr. Emerging / Niche Technology	\$125
Jr. Emerging / Niche Technology	\$90

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ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number <u>BD80200S102</u> Revision <u>1.0</u> FOR SERVICE CATEGORY: <u>5) Testing</u> COMPANY NAME: <u>Promise IT Solutions, Inc.</u> date <u>4/4/08</u>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Test Planning	\$80
Quality Assurance	\$80

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and IF such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0

FOR SERVICE CATEGORY: 6) Implementation

COMPANY NAME: Promise IT Solutions, Inc. date 4/4/08

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Implementation Planning	\$125

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and IF such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number <u>BD80200S102</u> Revision <u>1.0</u> FOR SERVICE CATEGORY: <u>7) Training</u> COMPANY NAME: <u>Promise IT Solutions, Inc.</u> date <u>4/4/08</u>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Product Building	\$200
Classroom Delivery	\$500
Online / CBT	\$150
Field Delivery	\$500

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and IF such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

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ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number _BD80200S102_ Revision _1.0_ FOR SERVICE CATEGORY: _8) On-Going Support_ COMPANY NAME: _Promise IT Souldtions, Inc._ date _4/4/08_	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Help Desk Support	\$35
On-Site Support	\$60
On-Call Support	\$100

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and IF such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

ITQ EXHIBIT E -- COST DATA SHEET FORMAT

COST DATA SHEET for ITQ Number <u> BD80200S102 </u> Revision <u> 1.0 </u> FOR SERVICE CATEGORY: <u> 9) Administration </u> COMPANY NAME: <u> Promise IT Soutlions, Inc. </u> date <u> 4/4/08 </u>	
DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Database	\$125
LAN/WAN	\$125
Operating System	\$125
Web	\$125
Messaging	\$125
Security	\$150
Emerging/Niche Technology	\$125

Note: The SP may be able to have additional line items added at a later date to this ITQ, IF it is in the same service category as originally qualified for under the ITQ, and IF such a request is approved by the STATE. In such case, an addendum will be issued by the STATE.

Submit additional sheets as necessary. RATE PER HOUR is to be in US dollars and is firm for the duration of ITQ, except that changes to the rates per hour may be made upon approval by the STATE once every 12 months from date of the ITQ execution and no change will be allowed over 5% for each line item without justification. In such case, an addendum will be issued by the STATE.

ITQ EXHIBIT F - REQUIRED SIGNATURE PAGE (submit two signed originals in your response)

I / we as undersigned agree to the terms and conditions of the aforementioned ITQ #BD80200S102 and if our response is accepted, to furnish any and all services upon which cost data has been submitted. Any material misstatement in our response shall be treated as fraudulent concealment from the STATE of the facts relating to this ITQ.

Name of Entity / Person Submitting Proposal: **Promise IT Solutions**

Mailing address: **107 E 5th St**
Des Moines, IA 50309

Phone: **(515) 279-0798** Fax: **(866) 898-0735** Email: **mgoodwin@promiseit.net**

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

_____ Date: _____

☐ If Corporation: Corp ID# **20-8646969** State: **IA**

SIGNATURE: _____ Date: _____

Name and Title -type written: **Malcolm Goodwin, President**

I / we consent to service of process by certified or register mail addressed to our designated legal agent as required by Part 2-13-i of the Terms and Conditions of the ITQ. I / we appoint

John Pietila at Davis Brown Law Firm as our agent to receive service of process.

WITNESS SIGNATURE: _____ Title: _____ Date: _____

The STATE of Iowa, acting through the undersigned officer(s), hereby accepts the foregoing response to the ITQ and pre-approves the SP named for agency requests for proposals using this agreement. This acceptance and the SP's response for the above referenced ITQ and related POs, including the terms and conditions of the ITQ constitute a binding contract between the STATE and the SP.

CT _____ Vendor ID# _____

☐ **CONDITIONAL TSB**

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

ITQ EXHIBIT F - REQUIRED SIGNATURE PAGE (submit two signed originals in your response)

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CT _____ Vendor ID# _____

☐ **CONDITIONAL TSB**

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

Acceptance of Amendment #1 to ITQ BD80200S102, version 1.0

Note: The same person who signed the original response to the ITQ must also sign below to accept this amendment to the ITQ.

I, **Malcolm Goodwin, President & CEO**, officer for **Promise IT Solutions, Inc.**
(name and title) (company name)

Hereby accept and agree to Amendment No. 1 to the ITQ, BD80200S102, version 1.0 and agree to provide the additional requested information in the amendment.

Signature: _____ Date: _____

Signature for the State: _____ Date: _____

Upon signing, the aforementioned amendment is immediately incorporated into the ITQ and service provider's response to the ITQ.



We Deliver On Our Promises

A TRUSTED PARTNER TO MEET YOUR ORGANIZATION'S INFORMATION TECHNOLOGY NEEDS.

Trend: The IT market is growing and more resources are needed to meet the growing positions that are being created.



Our Response: Promise IT Solutions is adapting to this change by working with an established network of recruiters to identify contract, contract-to-hire and permanent placement candidates.

“By utilizing our network of recruiters, we have an ability to find a resource that will meet your organization's budget objectives”

Trend: Companies are looking to reduce the number of IT staffing partners on their supplier list. IT staffing partners are being asked to provide candidates for a wide array of skills.



Our Response: Through Promise IT Solution's network, we identify candidates that can meet your organization's diverse IT requirements.

- Project Managers
- Web Developers
- Business Analysts
- QA Analysts
- Mainframe Developers
- Java Developers
- Database Administrators
- Data Architects
- Data Modelers



PROMISE
IT SOLUTIONS

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